

CV 03-268 #1

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT
OF WASHINGTON AT SEATTLE

Robin Miller, Plaintiff)
v)
The Boeing Company, a Washington)
corporation, Defendant,)
and Society of Professional)
Engineering Employees in Aerospace,)
IFPT Local 2001, Defendant)

NO

003-268R
PLAINTIFF'S COMPLAINT: VIOLATION
OF COLLECTIVE BARGAINING
RIGHTS

PLAINTIFF DEMANDS A TRIAL BY JURY

Plaintiff alleges:

I. PARTIES AND JURISDICTION

1. Plaintiff Robin Miller ("Miller") is a resident of King County, Washington who was employed at all material times within the geographical boundaries of the Western District at Seattle by defendant The Boeing Company ("Boeing") Plaintiff member was at all times a member of defendant Society of Professional Engineering Employees in Aerospace ("SPEEA").
2. Defendant Boeing employed plaintiff at all times material and operated aerospace manufacturing and design facilities within the geographical boundaries of the western district
- 3 Defendant SPEEA is a labor organization which bargained with Boeing and brought

Miller's Complaint-1

ORIGINAL

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1 grievance proceedings to arbitration against Boeing on behalf of plaintiff and other
2 members for their mutual aid, protection, and benefit.

3 4 The subject matter of this litigation concerns federal questions encompassed by
4 sections 158, 301 and 185 of the National Labor Relations Act, 28 USC 1331 et. seq

5 5. The parties and subject of this litigation are within the jurisdiction of this court, venue
6 is appropriate, plaintiff has exhausted all administrative remedies

7 **II. FACTUAL ALLEGATIONS**

8 6. Plaintiff Miller was a member of the bargaining unit represented by SPEEA and
9 entitled to the terms and condition of employment described in the CBA for senior
10 engineers.

11 7. Those bargained-for terms and conditions included.

12 3 2(b) Employees shall not be discharged or suspended without just cause An
13 employee shall have the right to appeal a ...discharge...by filing a written
grievance...

14 3 2(a) Grievances on behalf of employees shall be handled
15 ... STEP 4. If no settlement is reached. either party may in writing...request that
the matter be submitted to an arbiter....

16 3.6c The arbiter shall be authorized to rule and issue a decision in writing on
the issue presented for arbitration, which decision shall be final and binding on
17 both parties.

18 3 6d The arbiter shall rule only on the basis of information presented at the
hearing

19 Such terms are set forth in attachment A to this complaint.

20 8. Boeing terminated plaintiff Miller's employment in September 2000

21 9 A grievance, for the benefit of 3d party plaintiff Miller was referred to arbitration ,
22 styled

23 IN THE MATTER OF ARBITRATION BETWEEN SOCIETY OF
24 PROFESSIONAL ENGINEERS IN AEROSPACE IFPT LOCAL 2001 (ROBIN
MILLER) v THE BOEING CO

1 A true copy of material excerpts from the arbitration and award is attached as
2 exhibit B.

3 10. The issues presented to arbitration were (i) discharge for cause and (ii) if not what
4 is the appropriate remedy

5 11. An award was executed by the designated arbiter on 29 August 2002 which said in
6 pertinent part

- 7 1. The company did not have just cause to terminate the employment of
8 grievant Robin Miller
9 2 The company is hereby ordered to offer reinstatement to the grievant .

10 12. After the August 2002 award, a SPEEA representative began negotiating with
11 Boeing for Miller's layoff effective January 2002, instead of reinstatement.

12 13. Evidence of Miller's layoff effective January 2002 had never been put to the
13 arbitrator at the hearing.

14 14. Miller notified SPEEA in December 2002 and February 2003, that the concept of
15 reinstatement cannot possibly stretch to encompass layoff

16 15 So notified, SPEEA refused to further execute the arbiter's reinstatement order
17 and took steps to instead subvert its meaning

18 III. LEGAL THEORIES

19 FIRST COUNT: DUTY OF FAIR REPRESENTATION

20 16. Plaintiff Miller realleges paragraphs 1-15

21 17 Boeing's discharge of plaintiff Miller violated section 3.2b and were conclusively
22 adjudicated to have violated section 3.2b.

23 18. Boeing was finally and conclusively adjudicated to be required to furnish plaintiff
24
25

1 Miller with reinstatement

2 19. SPEEA's arbitrary conduct breached the duty of fair representation

3 20. As a result, plaintiff Miller has lost wages and benefits, lost his continuing career as
4 a senior engineer, incurred consequential out of pocket expenses in amounts to be
5 proven at trial

6 **IV. PRAYER FOR RELIEF**

7 21. Wherefore plaintiff prays for relief as follows:

- 8 a The damages pled in the complaint;
9 b Enforcement of the binding arbitration award
10 c. Reinstatement, with restoration of status and all employment benefits plaintiff would
11 have earned were it not for unfair labor practices
12 d. For prejudgment interest on liquidated amounts of loss,
13 e For reasonable counsel fees pursuant to the National Labor Relations Act, equity,
14 statute, court rule, or common law;
15 f. For such further relief as the court deems to be just.

16 DATED. 2/6/03

17
18 BY: 

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